

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------------------|--|-----------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Termination and Release of Security Interest in Trademarks | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| U.S. Bank National Association | | 09/18/2008 | National Banking Association: MINNESOTA |
| RECEIVING PARTY DATA | | | |
| Name: | BRPP, LLC | | |
| Street Address: | 41 Main Street | | |
| City: | Canton | | |
| State/Country: | NORTH CAROLINA | | |
| Postal Code: | 28716 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: NORTH CAROLINA | | |
| PROPERTY NUMBERS Total: 17 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1650116 | BUFF NE'ER TEAR | |
| Registration Number: | 0553317 | FOLDUR | |
| Registration Number: | 1551856 | KEYSTONE | |
| Registration Number: | 0781426 | SKYLAND | |
| Registration Number: | 1004791 | SUNBURST | |
| Registration Number: | 0339420 | SUNTAN | |
| Registration Number: | 2556385 | OUTLOOK | |
| Registration Number: | 1824392 | CRUSH-PAK | |
| Registration Number: | 1367551 | DAIRYPAK | |
| Registration Number: | 1437345 | VITASAVER | |
| Registration Number: | 2559595 | VITALOK | |
| Registration Number: | 2665661 | BLUE RIDGE | |
| Registration Number: | 2614864 | | |
| Registration Number: | 2728786 | DAZZLEPAK | |

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|----------------------|---------|--------------------|
| Registration Number: | 2423674 | LITEFORCE |
| Registration Number: | 2743531 | BLUE RIDGE SEASONS |
| Registration Number: | 2857206 | REFLEXION |

CORRESPONDENCE DATA

Fax Number: (212)909-6836

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 909-6000

Email: trademarks@debevoise.com

Correspondent Name: Lisa A. Schwartz

Address Line 1: Debevoise & Plimpton LLP, 919 Third Ave.

Address Line 4: New York, NEW YORK 10022

| | |
|-------------------------|--------------------|
| ATTORNEY DOCKET NUMBER: | 23045-1005 |
| NAME OF SUBMITTER: | Lisa A. Schwartz |
| Signature: | /Lisa A. Schwartz/ |
| Date: | 09/24/2008 |

Total Attachments: 6

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TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS

TERMINATION AND RELEASE, dated as of September 18, 2008, from U.S. Bank National Association, a national banking association with its principal place of business in Minneapolis, Minnesota, in its capacity as Collateral Agent for Trustee and Noteholders, to BRPP, LLC, a North Carolina limited liability company ("Grantor").

WITNESSETH:

WHEREAS, pursuant to the Indenture, dated as of December 17, 2003, as amended, supplemented and restated or otherwise modified from time to time, among Blue Ridge Paper Products Inc., the Guarantors named therein and U.S. Bank National Association, as Trustee and Collateral Agent (the "Indenture"), Grantor executed and delivered that certain Noteholder Security Agreement, dated as of December 17, 2003 (the "Noteholder Security Agreement"), and that certain Trademark Security Agreement, dated as of December 17, 2003 (the "Trademark Security Agreement", and, together with the Noteholder Security Agreement, the "Security Agreements"), in favor of the Collateral Agent, and granted to the Collateral Agent a continuing first priority security interest (the "Security Interest") in certain Trademark Collateral (as hereinafter defined); and

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on January 7, 2004, at Reel 2894, Frame 0132; and

WHEREAS, the Collateral Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Security Agreements, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Collateral Agent hereby states as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Indenture.

2. Trademark Collateral: The term "Trademark Collateral," as used herein, shall mean all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

(a) all of its trademarks and trademark licenses to which it is a party including those referred to on Schedule A hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark license; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any trademark or trademark licensed under any trademark license or (ii) injury to the goodwill associated with any trademark or any trademark licensed under any trademark license.

3. Release of Security Interest: The Collateral Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Collateral Agent in such Trademark Collateral shall hereby cease and become void.

4. Further Assurances: The Collateral Agent shall execute and deliver to the Grantor all further releases and other documents (including without limitation Uniform Commercial Code termination statements), and take all other actions necessary or reasonably desirable for the release of such Security Interest.

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Raymond S. Haverstock
Title: Vice President

ACKNOWLEDGMENT

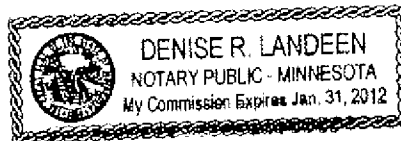
STATE OF MINNESOTA)
 :SS:
COUNTY OF Ramsey)

This instrument was acknowledged before me on September 18 2008 by
Raymond Haverstock

Denise Landeen
Signature of Notary Public

Notary Public
Title of Notary Public

Notary Seal (if any)



Date Commission Expires: 01/31/2012

SCHEDULE A

Trademark Registrations

| <u>TRADEMARK</u> | <u>App. No.</u> | <u>Filing Date</u> | <u>Reg. No.</u> | <u>Reg. Date</u> |
|--------------------|-----------------|--------------------|-----------------|------------------|
| Buff Ne'er Tear | 74/044,773 | 04/02/1990 | 1,650,116 | 07/09/1991 |
| Foldur | 71/527,303 | 07/05/1947 | 0,553,317 | 01/15/1952 |
| Keystone | 73/715,643 | 03/09/1988 | 1,551,856 | 08/15/1989 |
| Skyland | 72/185,983 | 02/04/1964 | 0,781,426 | 12/08/1964 |
| Sunburst | 73/011,613 | 01/23/1974 | 1,004,791 | 02/18/1975 |
| Suntan | 71/377,734 | 04/28/1936 | 0,339,420 | 10/06/1936 |
| Outlook | 75/502,463 | 06/15/1998 | 2,556,385 | 04/02/2002 |
| Crush-Pak | 74/396,565 | 06/01/1993 | 1,824,392 | 03/01/1994 |
| Dairypak | 73/511,032 | 11/29/1984 | 1,367,551 | 10/29/1985 |
| Vitasaver | 73/607,919 | 07/07/1986 | 1,437,345 | 04/21/1987 |
| Vitalok | 75/814,266 | 10/04/1999 | 2,559,595 | 04/09/2002 |
| Blue Ridge | 76/267,392 | 06/05/2001 | 2,665,661 | 12/24/2002 |
| Blue Ridge Design | 76/272,722 | 06/18/2001 | 2,614,864 | 09/03/2002 |
| Dazzlepak | 76/381,500 | 03/12/2002 | 2,728,786 | 06/24/2003 |
| Liteforce | 75/392,465 | 11/19/1997 | 2,423,674 | 01/23/2001 |
| Blue Ridge Seasons | 76/245,633 | 04/24/2001 | 2,743,531 | 07/29/2003 |
| Reflexion | 76/316,840 | 09/24/1001 | 2,857,206 | 06/29/2004 |

Trademark Licenses

| <u>Country or Territory</u> | <u>Trademark</u> | <u>Licensor</u> | <u>Licensee</u> | <u>Effective Date</u> | <u>Expiration Date</u> |
|------------------------------------|-------------------------|------------------------|----------------------------|------------------------------|-------------------------------|
| Panama | DAIRYPAK | Blue Ridge | Industrias Panamenas, S.A. | September 1, 2002 | August 30, 2005 |

Domain Names

| <u>Domain Name</u> | <u>Owner</u> | <u>Reg. Date</u> |
|---------------------------|---------------------|-------------------------|
| www.blueridgepaper.com | Blue Ridge | 05/07/1999 |